

0100829012

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.

SUITE 200  
WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 15826-D FILED 1025

OCT 26 1995 - 9 45 AM

INTERSTATE COMMERCE COMMISSION  
OF COUNSEL  
URBAN A. LESTER

October 25, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) copies of a Assignment and Assumption Agreement, dated October 25, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement, and other secondary documents related thereto, duly filed with the Commission under Recordation Number 15826.

The names and addresses of the parties to the enclosed document are:

Assignor : The CIT Group/Equipment Financing, Inc.  
1211 Avenue of the Americas  
New York, New York 10036

Assignee : Transamerica Business Credit Corporation  
13760 Noel Road, Suite 1100  
Dallas, Texas 75240

A description of the railroad equipment covered by the enclosed document is:

Four hundred and eighty (480) railcars shown on Schedule I attached hereto.

LICENSING BRANCH

OCT 26 9 43 AM '95

Mr. Vernon A. Williams

October 25, 1995

Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return three stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

SCHEDULE I

<u>IDENTIFYING NUMBERS</u> <u>(Both Inclusive)</u>	<u>NUMBER</u> <u>OF CARS</u>	<u>AAR</u> <u>DESIGNATION</u>
41135 - 41184	50	C214
41800 - 41809	10	C214
64882	68	C214
64885 - 64886		
64903 - 64904		
64907		
64909		
64920		
64928		
64931		
64943		
64945		
64947		
64950 - 64951		
64953		
64958		
64960 - 65010		
65551 - 65555	25	C214
65558 - 65559		
65561		
65563 - 65564		
65566 - 65567		
65569 - 65579		
65581		
65584		
51648 - 51662	15	C614
51673 - 51687	15	C614
51691 - 51694	4	C614
51696 - 51700	5	C614
51701 - 51715	15	C614
51716 - 51719	4	C614
51720 - 51732	14	C614
51734		
72638 - 72660	26	T053
72676 - 72677		
72698		
71807	3	T073
71809		
71811		
72578 - 72591	14	T104
72598 - 72622	60	T104
72661 - 72675		

<u>IDENTIFYING NUMBERS</u> <u>(Both Inclusive)</u>	<u>NUMBER</u> <u>OF CARS</u>	<u>AAR</u> <u>DESIGNATION</u>
72678 - 72697		
72623 - 72637	15	T104
72385 - 72389	70	T105
72392		T106
72398		
72403		
72411 - 72434		
72436 - 72444		
72463 - 72491		
72163 - 72166	22	T108
72258 - 72259		
72263		
72269		
72270 - 72277		
72279 - 72280		
72445 - 72448		
77367 - 77368	45	T564
77370		
77375 - 77416		
TOTAL	<u>480</u>	



**Interstate Commerce Commission**  
**Washington, D.C. 20423-0001**

10/26/95

**Office Of The Secretary**

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/26/95 at 9:45AM, and assigned recordation number(s). 15826-D.

Sincerely yours.

Vernon A. Williams  
Secretary

**Enclosure(s)**

(0100829012)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with document filed on the date shown. This receipt is issued for the amount paid and in no way indicate acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

OCT 26 1995 9 45 AM

FEDERAL COMMERCE COMMISSION

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is dated as of October 25, 1995 and entered into by and between **The CIT Group/Equipment Financing, Inc.**, a New York corporation ("Assignor") and **Transamerica Business Credit Corporation**, a Delaware corporation ("Assignee").

**PRELIMINARY STATEMENT**

A. Assignor has entered into that certain Term Loan Agreement with ACF Industries, Incorporated, a New Jersey corporation ("Borrower") dated as of September 15, 1988, as amended by that certain Term Loan Amendment Agreement between Borrower and Assignor dated as of December 22, 1994 (as so amended and as further amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Assignor has made (i) a term loan (the "1988 Loan") to Borrower in the original principal amount of TWENTY MILLION DOLLARS (\$20,000,000) and (ii) an additional loan (the "Additional Loan") to Borrower in the original principal amount of SIX MILLION THREE HUNDRED THOUSAND DOLLARS (\$6,300,000).

B. Assignor proposes to sell and assign to Assignee, and Assignee proposes to purchase and accept from Assignor, all of the right, title and interest of Assignor in and to the 1988 Loan, the Additional Loan (the 1988 Loan and the Additional Loan hereinafter are referred to collectively as the "Loans"), the Loan Agreement and the other Loan Documents (this and all other capitalized terms used as defined terms in this Agreement shall have the meanings assigned to those terms in the applicable Loan Document) upon the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the premises set forth herein, the parties hereto hereby agree as follows:

1. As of the date hereof, Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor, a 100% interest in and to each of the Loans and the Loan Documents. The purchase price for the transactions contemplated hereby shall be (i) the amount of \$10,992,942.13 previously paid by Assignee to Assignor pursuant to that certain Participation Agreement dated as of September 29, 1995 and executed by and between Assignor and Assignee (the "Participation Agreement"), plus (ii) \$5,924,841.15, which amount shall be payable concurrently with the execution and delivery hereof.

2. Assignor (i) represents and warrants that (A) it is legal and beneficial owner of the interest being assigned by it hereunder, (B) such interest is free and clear of any adverse claim and (C) with respect to the (I) 1988 Loan (1) the principal balance thereof as of October 25, 1995 is \$10,666,666.76 and (2) there are 32 principal payments remaining on such 1988 Loan, which payments are in the respective amounts and due on the respective dates set forth on Schedule I hereto and (II) Additional Loan (1) the principal balance thereof as of October 25, 1995 is \$5,760,000 and (2) there are 32 principal payments remaining on such Additional Loan,

which payments are in the respective amounts and due on the respective dates set forth on Schedule II hereto and (ii) makes no other representation or warranty and assumes no other responsibility with respect to the Loans, including, without limitation, the (A) financial condition of Borrower, (B) value of the Collateral, (C) enforceability, perfection or priority of the security interest in the Collateral, (D) execution, validity or enforceability of any of the Loan Documents or (E) truth or correctness of any representation, warranty, statement or certificate made by Borrower in connection with the making or handling of the Loans or any transaction in connection therewith.

3. Assignee (i) acknowledges that it is capable of making and has made its own credit and collateral determinations and analysis based upon such information as it deems sufficient to enter into the transaction contemplated hereby and not based on any statements or representations of Assignor, (ii) confirms that it has received a copy of the Loan Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and (iii) agrees that it will perform in accordance with their terms all the obligations which by the terms of the Loan Agreement are required to be performed by it as the Lender under the Loan Agreement.

4. Assignor hereby (i) disclaims, waives and releases any right, title, interest or claim in or to the Collateral, other than the Secondary Collateral, (ii) acknowledges that the Collateral, other than the Secondary Collateral, does not secure any other obligations of Borrower to Assignor and (iii) agrees to execute and deliver to Assignee all instruments, documents and certificates, including, without limitation, assignments, releases or terminations of Liens recorded with the ICC or any state, local or foreign Uniform Commercial Code (the "UCC") or similar filing office necessary to evidence the foregoing.

5. Assignee hereby (i) acknowledges that, upon the Effective Date, the Loans no longer shall be entitled to the benefit of, and shall not be secured by, any other collateral held by Assignor under any other loan or security agreement between Assignor and Borrower, including, without limitation, the Secondary Collateral and (ii) agrees (A) to execute and deliver to Assignor all instruments, documents and certificates, including, without limitation, assignments, releases or terminations of Liens recorded with the ICC or any state, local or foreign UCC or similar filing office necessary to evidence the foregoing and (B) that, upon the Effective Date, the provisions of (I) clauses (i), (ii) and (iii) of Section 6.01(m) of the Loan Agreement shall be deemed to be null and void, and Assignee shall not be entitled to treat the matters described therein as an Event of Default or accelerate the Notes as a result thereof and (II) the reference to "the Lender" in clause (iv) of such Section 6.01(m) shall be deemed to refer to Assignee and not Assignor.

6. This Agreement shall not become effective unless and until each of the following shall have occurred (the date upon which all of such conditions shall be satisfied hereinafter being referred to as the "Effective Date"):

- (a) Assignor and Assignee shall have executed and delivered this Agreement;
- (b) Borrower shall have executed and delivered to Assignee that certain Acknowledgement and Consent substantially in the form of Exhibit A hereto;
- (c) Assignee shall have delivered to Assignor the amount described in clause (ii) of Section 1 hereof;
- (d) Assignee shall have received opinions from each of the following counsels, each of which shall be in form and substance satisfactory to Assignee: (i) Alvord and Alvord, ICC counsel to ACF and (ii) Aird & Berlis, Canadian counsel to ACF;
- (e) Assignee shall have received such evidence as shall be satisfactory to Assignee that all applicable Liens in favor of Assignee pertaining to the Collateral have been recorded with the ICC; and
- (f) Assignor and Assignee shall have executed and delivered the assignments, releases, amendments and terminations described in Sections 4 and 5 above, a list of which is attached as Schedule III.

7. Assignor and Assignee hereby agree that, within five (5) Business Days after the Effective Date, the assignments, releases, amendments and terminations described in Section 6(f) above shall be recorded in the appropriate governmental offices.

8. Upon the Effective Date, (i) Assignee shall (A) be a party to the Loan Agreement and all other Loan Documents and (B) have the rights and obligations of the Lender thereunder and (ii) Assignor shall relinquish its rights (other than those which expressly survive pursuant to the terms of the Loan Documents) and is released from its obligations under the Loan Documents.

9. From and after the Effective Date, Borrower shall be instructed to make all payments of principal, interest and fees under the Loan Agreement to Assignee as set forth below:

First National Bank of Chicago  
One First National Plaza  
Chicago, Illinois 60670  
Account No. 55-41948  
ABA Routing No. 071000013  
Reference: Transamerica Equipment Finance and Leasing (ACF)  
Attention: Mike Pericht



10. If and to the extent that any portion of the Additional Loan is prepaid by the Borrower, Assignor shall pay to Assignee the applicable amount set forth on Schedule IV hereto.

11. Assignee shall indemnify and hold Assignor harmless from and against any and all obligations, claims, damages, penalties, judgments, costs and expenses arising under or pertaining to the Loan Agreement after the Effective Date, except (a) any which are fairly attributable to acts of Assignor or events involving Assignor and occurring prior to such Effective Date or (b) to the extent any of the foregoing are the results of gross negligence or willful misconduct of Assignor.


12. Assignor shall indemnify and hold Assignee harmless from and against any and all obligations, claims, damages, penalties, judgments, costs and expenses arising under or pertaining to the Loan Agreement prior to the Effective Date, except to the extent any of the foregoing are the result of gross negligence or willful misconduct of Assignee.


13. This Agreement embodies the entire understanding between the parties hereto and supersedes all prior oral or written agreements and understandings between the parties hereto relating to the subject matter hereof. In particular, this Agreement shall be deemed to supersede and, by the execution and delivery hereof, the parties hereto hereby agree that, upon the Effective Date, the Participation Agreement shall be deemed to be, terminated.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, taken together, shall be deemed to be one and the same document.

15. This Agreement shall be governed by and interpreted in accordance with the internal laws and decisions of the State of Illinois.

**The CIT Group/Equipment Financing,  
Inc., a New York corporation**

By: 



Print Name

  
Title

**Transamerica Business Credit  
Corporation**

By: \_\_\_\_\_

Print Name

Title

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ of October, 1995, before me, a Notary Public in and for the State of \_\_\_\_\_, in the County aforesaid, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Transamerica Business Credit Corporation, a Delaware corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the \_\_\_\_\_ of said corporation as above designated, that the signature to said instrument was made by the \_\_\_\_\_ of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for said State and County

My commission expires: \_\_\_\_\_

STATE OF New York )  
 ) SS  
COUNTY OF New York )

On this 24 of October, 1995, before me, a Notary Public in and for the State of New York, in the County aforesaid, personally appeared Steven D. Oldenburger, to me known to be the Vice President of The CIT Group/Equipment Financing, Inc., a New York corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the Vice President of said corporation as above designated, that the signature to said instrument was made by the Vice President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Marian Valitzky  
\_\_\_\_\_  
NOTARY PUBLIC in and for said State and County

My commission expires: \_\_\_\_\_

MARIAN VALITZKY  
Notary Public, State of New York  
No. 31-4991572  
Qualified in New York County  
Commission Expires 2-3-96

10. If and to the extent that any portion of the Additional Loan is prepaid by the Borrower, Assignor shall pay to Assignee the applicable amount set forth on Schedule IV hereto.

11. Assignee shall indemnify and hold Assignor harmless from and against any and all obligations, claims, damages, penalties, judgments, costs and expenses arising under or pertaining to the Loan Agreement after the Effective Date, except (a) any which are fairly attributable to acts of Assignor or events involving Assignor and occurring prior to such Effective Date or (b) to the extent any of the foregoing are the results of gross negligence or willful misconduct of Assignor.

12. Assignor shall indemnify and hold Assignee harmless from and against any and all obligations, claims, damages, penalties, judgments, costs and expenses arising under or pertaining to the Loan Agreement prior to the Effective Date, except to the extent any of the foregoing are the result of gross negligence or willful misconduct of Assignee.

13. This Agreement embodies the entire understanding between the parties hereto and supersedes all prior oral or written agreements and understandings between the parties hereto relating to the subject matter hereof. In particular, this Agreement shall be deemed to supersede and, by the execution and delivery hereof, the parties hereto hereby agree that, upon the Effective Date, the Participation Agreement shall be deemed to be, terminated.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which, taken together, shall be deemed to be one and the same document.

15. This Agreement shall be governed by and interpreted in accordance with the internal laws and decisions of the State of Illinois.

The CIT Group/Equipment Financing,  
Inc., a New York corporation

Transamerica Business Credit  
Corporation

By: \_\_\_\_\_

By: *Dave Fate*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name **Dave B. Fate**  
**Senior Vice President**

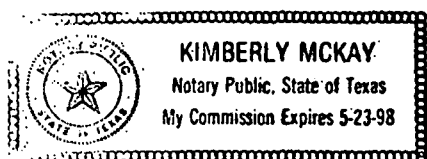
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

STATE OF Texas )  
 ) SS  
COUNTY OF Dallas )

On this 24<sup>th</sup> of October, 1995, before me, a Notary Public in and for the State of Texas, in the County aforesaid, personally appeared Dave B. Fate, to me known to be the Senior Vice President of Transamerica Business Credit Corporation, a Delaware corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the Senior Vice President of said corporation as above designated, that the signature to said instrument was made by the Senior Vice President of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Kimberly McKay  
NOTARY PUBLIC in and for said State and County

My commission expires: 5-23-98

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ of October, 1995, before me, a Notary Public in and for the State of \_\_\_\_\_, in the County aforesaid, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of The CIT Group/Equipment Financing, Inc., a New York corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the \_\_\_\_\_ of said corporation as above designated, that the signature to said instrument was made by the \_\_\_\_\_ of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for said State and County

My commission expires: \_\_\_\_\_

AMORTIZATION OF THE LOAN

<u>Installment Payment Date</u>	<u>Amount of Principal Payable</u>
December 16, 1988	\$333,333.33
March 16, 1989	\$333,333.33
June 16, 1989	\$333,333.33
September 16, 1989	\$333,333.33
December 16, 1989	\$333,333.33
March 16, 1990	\$333,333.33
June 16, 1990	\$333,333.33
September 16, 1990	\$333,333.33
December 16, 1990	\$333,333.33
March 16, 1991	\$333,333.33
June 16, 1991	\$333,333.33
September 16, 1991	\$333,333.33
December 16, 1991	\$333,333.33
March 16, 1992	\$333,333.33
June 16, 1992	\$333,333.33
September 16, 1992	\$333,233.33
December 16, 1992	\$333,333.33
March 16, 1993	\$333,333.33
June 16, 1993	\$333,333.33
September 16, 1993	\$333,333.33
December 16, 1993	\$333,333.33
March 16, 1994	\$333,333.33
June 16, 1994	\$333,333.33
September 16, 1994	\$333,333.33
December 16, 1994	\$333,333.33
March 16, 1995	\$333,333.33
June 16, 1995	\$333,333.33
September 16, 1995	\$333,333.33
December 16, 1995	\$333,333.33
March 16, 1996	\$333,333.33
June 16, 1996	\$333,333.33
September 16, 1996	\$333,333.33
December 16, 1996	\$333,333.33

Installment  
Payment Date

Amount of  
Principal Payable

March 16, 1997	\$333,333.33
June 16, 1997	\$333,333.33
September 16, 1997	\$333,333.33
December 16, 1997	\$333,333.33

March 16, 1998	\$333,333.33
June 16, 1998	\$333,333.33
September 16, 1998	\$333,333.33
December 16, 1998	\$333,333.33

March 16, 1999	\$333,333.33
June 16, 1999	\$333,333.33
September 16, 1999	\$333,333.33
December 16, 1999	\$333,333.33

March 16, 2000	\$333,333.33
June 16, 2000	\$333,333.33
September 16, 2000	\$333,333.33
December 16, 2000	\$333,333.33

March 16, 2001	\$333,333.33
June 16, 2001	\$333,333.33
September 16, 2001	\$333,333.33
December 16, 2001	\$333,333.33

March 16, 2002	\$333,333.33
June 16, 2002	\$333,333.33
September 16, 2002	\$333,333.33
December 16, 2002	\$333,333.33

March 16, 2003	\$333,333.33
June 16, 2003	\$333,333.33
September 16, 2003	\$333,333.53

AMORTIZATION SCHEDULE

<u>Installment Payment Date</u>	<u>Amount of Principal Payable</u>
March 16, 1995	\$180,000
June 16, 1995	\$180,000
September 16, 1995	\$180,000
December 16, 1995	\$180,000
March 16, 1996	\$180,000
June 16, 1996	\$180,000
September 16, 1996	\$180,000
December 16, 1996	\$180,000
March 16, 1997	\$180,000
June 16, 1997	\$180,000
September 16, 1997	\$180,000
December 16, 1997	\$180,000
March 16, 1998	\$180,000
June 16, 1998	\$180,000
September 16, 1998	\$180,000
December 16, 1998	\$180,000
March 16, 1999	\$180,000
June 16, 1999	\$180,000
September 16, 1999	\$180,000
December 16, 1999	\$180,000
March 16, 2000	\$180,000
June 16, 2000	\$180,000
September 16, 2000	\$180,000
December 16, 2000	\$180,000
March 16, 2001	\$180,000
June 16, 2001	\$180,000
September 16, 2001	\$180,000
December 16, 2001	\$180,000
March 16, 2002	\$180,000
June 16, 2002	\$180,000
September 16, 2002	\$180,000
December 16, 2002	\$180,000
March 16, 2003	\$180,000
June 16, 2003	\$180,000
September 16, 2003	\$180,000

### Schedule III

**TRANSAMERICA BUSINESS CREDIT CORPORATION AND  
THE CIT GROUP/EQUIPMENT FINANCING, INC.  
RELEASES, ASSIGNMENTS AND AMENDMENTS TO BE DELIVERED  
REGARDING ACF INDUSTRIES, INCORPORATED**

- A. September 15, 1988 Security Agreement, as amended
1. Regarding Original Financing Statement No. 245845 filed with the New York Dept. of State:
    - a. Release of equipment on Schedule II-B
    - b. Amendment of Schedule I
    - c. Assignment by CIT to Transamerica
  2. Regarding Original Financing Statement No. 88-10719 filed with the Westchester (NY) County Clerk:
    - a. Release of equipment on Schedule II-B
    - b. Amendment of Schedule I
    - c. Assignment by CIT to Transamerica
  3. Regarding Original Financing Statement No. 1644514 filed with the Missouri Secretary of State:
    - a. Release of equipment on Schedule II-B
    - b. Amendment of Schedule I
    - c. Assignment by CIT to Transamerica
  4. Regarding Original Financing Statement No. 16627 filed with the St. Louis (MO) County Recorder:
    - a. Release of equipment on Schedule II-B
    - b. Amendment of Schedule I
    - c. Assignment by CIT to Transamerica
  5. Regarding Security Agreement filed with the Interstate Commerce Commission as Recordation Number 15826, as amended as Recordation Number 15826-B:
    - a. Release in Security Interest
  6. Regarding Security Agreement deposited with the Registrar General of Canada on September 19, 1988, as amended and deposited with the Registrar on December 23, 1994:
    - a. Release in Security Interest



B. June 23, 1989 Security Agreement, as amended

1. Regarding Original Financing Statement No. 167872 filed with the New York Dept. of State:
  - a. Release of 480 railway cars
2. Regarding Original Financing Statement No. 89-07990 filed with the Westchester (NY) County Clerk:
  - a. Release of 480 railway cars
3. Regarding Original Financing Statement No. 1751584 filed with the Missouri Secretary of State:
  - a. Release of 480 railway cars
4. Regarding Original Financing Statement No. 9891 filed with the St. Louis (MO) County Recorder:
  - a. Release of 480 railway cars
5. Regarding Security Agreement filed with the Interstate Commerce Commission as Recordation Number 16402, as amended as Recordation Number 16402-B:
  - a. Release in Security Interest
6. Regarding Security Agreement deposited with the Registrar General of Canada on June 27, 1989, as amended and deposited with the Registrar on December 23, 1994:
  - a. Release in Security Interest

C. January 11, 1993 Security Agreement, as amended

1. Regarding Original Financing Statement No. 009254 filed with the New York Dept. of State:
  - a. Release of 480 railway cars
2. Regarding Original Financing Statement No. 93-00443 filed with the Westchester (NY) County Clerk:
  - a. Release of 480 railway cars

3. Regarding Original Financing Statement No. 2214139 filed with the Missouri Secretary of State:
  - a. Release of 480 railway cars
4. Regarding Original Financing Statement No. 00533 filed with the St. Louis (MO) County Recorder:
  - a. Release of 480 railway cars
5. Regarding Security Agreement filed with the Interstate Commerce Commission as Recordation Number 18099, as amended as Recordation Number 18099-B:
  - a. Release in Security Interest
6. Regarding Security Agreement deposited with the Registrar General of Canada on January 15, 1993, as amended and deposited with the Registrar on December 23, 1994:
  - a. Release in Security Interest

D. December 9, 1993 Security Agreement, as amended

1. Regarding Original Financing Statement No. 263477 filed with the New York Dept. of State:
  - a. Release of 480 railway cars
2. Regarding Original Financing Statement No. 93-12237 filed with the Westchester (NY) County Clerk:
  - a. Release of 480 railway cars
3. Regarding Original Financing Statement No. 2345531 filed with the Missouri Secretary of State:
  - a. Release of 480 railway cars
4. Regarding Original Financing Statement No. 015274 filed with the St. Louis (MO) County Recorder:
  - a. Release of 480 railway cars
5. Regarding Security Agreement filed with the Interstate Commerce Commission as Recordation Number 18518:
  - a. Release in Security Interest
6. Regarding Security Agreement deposited with the Registrar General of Canada on December 23, 1994:
  - a. Release in Security Interest

■ DOCUMENT #: CHGO05A (06143-00002-1) 209698.1; DATE: 10/24/95; TIME: 11:23 =

SCHEDULE IV

Date	Fee Amortization
10/25/95	\$ 164,841.15
12/16/95	\$ 104,994.88
3/16/96	\$ 99,071.64
6/16/96	\$ 93,283.74
9/16/96	\$ 87,634.15
12/16/96	\$ 82,125.91
3/16/97	\$ 76,762.13
6/16/97	\$ 71,545.98
9/16/97	\$ 66,480.70
12/16/97	\$ 61,569.61
3/16/98	\$ 56,816.10
6/16/98	\$ 52,223.63
9/16/98	\$ 47,795.74
12/16/98	\$ 43,536.05
3/16/99	\$ 39,448.25
6/16/99	\$ 35,536.13
9/16/99	\$ 31,803.64
12/16/99	\$ 28,254.42
3/16/00	\$ 24,892.81
6/16/00	\$ 21,722.83
9/16/00	\$ 18,748.69
12/16/00	\$ 15,974.69
3/16/01	\$ 13,405.23
6/16/01	\$ 11,044.81
9/16/01	\$ 8,898.02
12/16/01	\$ 6,969.55
3/16/02	\$ 5,264.21
6/16/02	\$ 3,786.89
9/16/02	\$ 2,542.61
12/16/02	\$ 1,536.48
3/16/03	\$ 773.74
6/16/03	\$ 259.74
9/16/03	\$ -